

United States District Court
Northern District of California

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JERALD A. BOVINO,
Plaintiff,

v.

INCASE DESIGNS CORP,
Defendant.

Case No. 14-cv-02105-VC

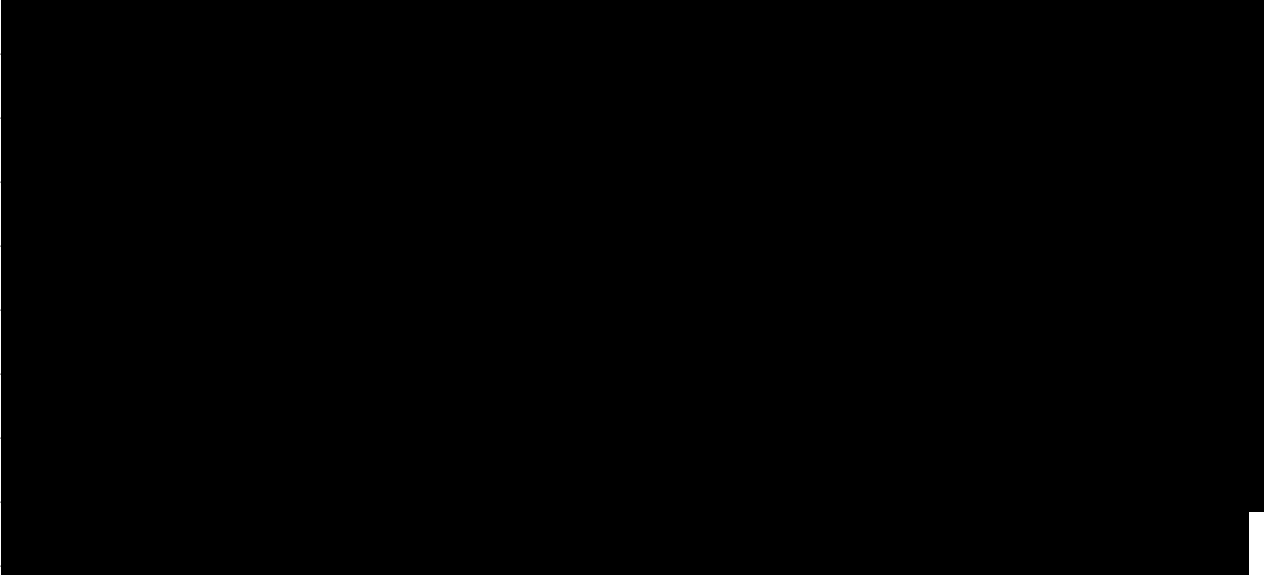
**ORDER GRANTING MOTION FOR
SUMMARY JUDGMENT**

Re: Dkt. No. 101

Incase's motion for summary judgment is granted.

Bovino's patent claims "[a] portable computer comprising," among other things, "an openable case defining an exterior surface for holding the computer." Bovino contends that Incase, which produces cases that are used with the iPad, is liable for induced and contributory infringement. His theory is that iPad users directly infringe when they put their iPads into the cases produced by Incase.

A few months before Bovino filed this lawsuit, he entered into a settlement agreement with Apple. That settlement agreement bars this lawsuit.



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[REDACTED]

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[REDACTED]

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[REDACTED]

Bovino claims he never intended the Apple settlement agreement to prevent him from suing Incase,² and that Incase has not established that it was an intended third-party beneficiary of the agreement. That may be true; there may be some other circumstance in which Bovino could sue Incase.

IT IS SO ORDERED.

Dated: March 25, 2015



Vince Chhabria
United States District Judge

² Bovino attached a declaration to his opposition brief in which he purported to recite various iterations of the portion of the settlement agreement [REDACTED]. The Court only considers this declaration to the extent that it is indicative of Bovino's stated intent; it is neither admissible with respect to, nor probative of, the actual meaning of the contract language.